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Request (PDR).*

*Please refer those wishing to place a
PDR to the City Clerk's Office.*

RENTAL AGREEMENT for The House at Fort Steilacoom Park

The Rental Agreement is hereby entered into between City of Lakewood, hereinafter called City, and _____ hereinafter called Tenant.

In consideration of the Tenant to pay the rent identified herein and to perform the terms hereof, the City lets to the Tenant and the Tenant rents from the City areas located at 9101 Angle Lane SW, Lakewood, WA 98498, hereinafter called the Premises.

1. **TERM:** The terms of this Agreement shall be a period of 12 months commencing on _____ automatically renewing each year in 12 month terms providing that:

- a. City may terminate the term hereof upon thirty (30) days prior written notice upon decision by the City Manager of City of Lakewood, hereinafter called Manager or the Manager's designee.
- b. Tenant may terminate the term hereof upon twenty (20) days prior written notice to the Manager or the Manager's designee.
- c. The City may terminate the term if after ten (10) days written notice thereof, Tenant has failed to cure its default of any term, covenant or condition of this Agreement.
- d. This Agreement may be terminated as provided in Section 3 below, or by a mutual agreement of both parties provided such agreement is in writing.
- e. Tenant(s) agrees that City, upon (30) days written notice, may make such changes or additions as deemed necessary to the terms of this agreement or to the policy stated herein. All other provisions of this agreement shall remain in full force and effect regardless of any change in the policy or monthly rent.

2. MAINTENANCE OF PREMISES:

- a. The Tenant accepts the Premises, which include the house and grounds located within the fenced area, herein referred to as the Premises, subject to this Agreement as they now are and agrees that they are in a Tenantable condition. Except as otherwise provided herein and subject to Section 3 below, Tenant agrees, under terms of the Agreement, to maintain the Premises, including all appliances, furniture and furnishings therein, and any personal property which is a part of the Premises, in good

condition and repair and in a clean, neat, and sanitary condition, free from litter and other eyesores, both inside and out, and to maintain and properly cultivate the landscaping, lawns and trees, and to keep the sidewalk surrounding said property free and clear of all obstructions, and keep the Premises in a safe and tenantable condition according to standards and reasonable requests set by the City through Manager or the Manager's designee, making replacements as required for such purposes, and return same to the City at the end of the term hereof in the same condition as received, fair wear and tear excepted.

- b. Interior painting shall be done by the Tenant with the City paying for the paint used, provided written permission for such painting is obtained first from the Manager or the Manager's designee.
- c. No nails, screws, etc. may be placed in the walls or other interior surfaces, nor may the walls or interior surfaces be marked or marred by the Tenant. No painting of personal property or walls (inside or out) is permitted on the premises without written consent, in advance, by the City.
- d. Tenant shall replace all glass and doors on the premises broken from any cause other than vandalism or act of God, and repair all window and door damage resulting from Tenant's own acts or that of the Tenant's invitee.
- e. The landscaping surrounding the residence may not be modified without the express approval of the Manager or the Manager's designee.
- f. Tenant agrees to exercise due caution against freezing of water or waste pipes and stoppage of same in and about said premises and that in case water or waste pipes are frozen or become clogged by reason of acts or omissions of Tenant, the Tenant shall repair the same at his own expense as well as all damage caused thereby.
- g. Tenant agrees to properly dispose of rubbish, garbage and waste in a clean and sanitary manner at reasonable and regular intervals and will make a concerted effort to participate in the local recycle program. The park dumpsters can only be used for Tenant's household waste (not appliances, furniture or construction debris).
- h. Tenant agrees to assume all costs in extermination and fumigation for infestation caused by Tenant.
- i. The City will be responsible for and will maintain those grounds, lawns, trees, shrubs, flowers, and other landscaping which lies within the park property but is not within the Premises leased to the Tenant.

- j. Except for damage resulting from the acts or omissions of Tenant or others on the premises as invitees of Tenant and subject to Section 3 below, the City shall be responsible for the repair and replacement of the roof, down spouts, gutters and structural portions of the residence and for any required replacements or repair to electrical, plumbing, heating and water heater equipment. The City shall also be responsible for the repair and painting of the exterior of the building.
 - k. When in the opinion of the Tenant, maintenance for which the City is responsible hereunder is needed, Tenant shall give written notice thereof to the City Manager, City of Lakewood, 6000 Main Street SW, Lakewood, WA 98499 unless immediate notice by telephone at 253-589-2489 is required to prevent further damage or to provide for the security of Tenant.
3. **DESTRUCTION:** Notwithstanding anything to the contrary contained in paragraph 2 above, should the premises be wholly or partially destroyed by fire, other casualty or act of God the City shall not have the obligation to repair or restore such damage and may elect, by written notice, to terminate this Agreement effective the date of such destruction.
4. **USE OF RESIDENCE:**
- a. Tenant agrees that the house located on the Premises shall be used as a residence only and acknowledges that the City has established and maintains the residence for the City's convenience to provide security and public service for park users, to the extent provided below. The residence shall not be used for any purpose other than the above. Tenant shall comply with all local, state and federal codes, statutes, ordinances, laws and regulations concerning the use and occupation of said premises, including those promulgated by the City. Regulations promulgated by the City may cover subjects such as conduct of persons on the premises, the general appearance of the premises, etc.
 - b. The Tenant shall abide by all laws and park regulations and shall be responsible to insure that all invitees of the Tenant abide by all laws and park regulations as well. Tenant, however, may lawfully possess and consume alcohol inside the residence and store personally and legally owned firearms at the residence. Other such park regulations may be waived by the Manager or the Manager's designee where appropriate and when requested in writing by Tenant.
 - c. Tenant will not rent or sub-rent or sub-let any portion thereof; not use said premises for any improper, illegal or immoral purposes or to carry on therein any activity which may constitute a fire hazard; or keep and maintain therein and thereon any substance which shall cause fire insurance rates to be increased. It is recommended that the tenant keep

and maintain an adequate policy of rental or fire insurance on all personal property of the Tenant on said premises, and if provided, a copy of which is to be attached to this agreement. Cost of fire and other hazard insurance on the premises and appurtenance and on all personal property situated herein belonging to the City shall be paid by the City.

- d. No commercial business or enterprise may be conducted at the Residence unless approved by the Manager or the Manager's designee where appropriate and when requested in writing by Tenant.
 - e. The Tenant agrees to properly use and operate all electrical, gas, heating, plumbing facilities, fixtures and appliances.
 - f. The Tenant agrees to not intentionally or negligently destroy, deface, damage, impair or remove any part of the Premises, their appurtenances, facilities, equipment, furniture, furnishings, and appliances nor to permit any member of his family, invitee, licensee or other person acting under his control to do so.
 - g. The Tenant may have up to two (2) personal vehicles at the Premises, any additional vehicles or recreational vehicles require prior written approval from the Manager or the Manager's designee. Vehicles must be maintained in good repair and only routine maintenance may be performed on the vehicles at the Premises. Inoperable vehicles will be removed from the site immediately at Tenant's expense.
 - h. Pets are greatly discouraged and the Tenant shall not maintain any pets or animals upon the premises without the prior written consent of the City. Tenant shall obtain such permission for the original pet, as well as for each additional pet, replacement pet, or substitution pet. Tenant need not obtain permission or pay a pet fee for 20 gallon or less fish tanks, or for small birds which are always maintained in cages. For each pet authorized by the City, Tenant shall pay a non-refundable fee of \$200.00 per each pet. Tenant shall leash animal(s) on a leash no longer than eight feet, or keep confined, and under control at all times. Tenant may not have a potentially dangerous dog(s) as per Chapter 6 of the City of Lakewood Municipal Code, on premises. Any violation of this rule will result in termination of tenancy.
5. **RENTAL:** Rental payment is due on the 1st of the month. If the rental payment has not been paid by the 5th of the month, an additional fee of 10% of the gross rental will become due, plus \$5.00 per day for each day thereafter and a Notice to Pay Rent or Quit Premises will be issued. Rent payment is considered late unless paid in full along with any late fees which are due. Tenant agrees to pay the City, as rental for the use and

occupancy of the residence and operation of the Premises, the sum of **\$300.00 per month** plus leasehold tax as prescribed by the Department of Revenue.

All payments shall be made at City of Lakewood, 6000 Main Street SW, Lakewood, WA 98499.

In the event a personal check is returned "NSF" Tenant will be charged a \$25.00 service charge for said check. Persons whose check is refused by the bank may be required to pay current and future rents by cash or money order.

6. **DAMAGE/CLEANING DEPOSIT**: The Tenant shall deposit the sum of \$400 receipt of which is hereby acknowledged as Cleaning/Damage deposit, which sum shall be deposited with the City. See Exhibit A. All or a portion of such deposit may be retained by City and a refund of any portion of such deposit is conditioned as follows:

1. Tenant shall clean, repair and restore said Premises and return the same to City in its initial condition and condition to which the same shall be hereinafter improved, except for reasonable wear and tear, upon the termination of this tenancy and vacation of residence.
2. Tenant shall surrender to City the keys to the premises: Any refund from deposit, as by itemized statement shown to be due to Tenant, shall be returned to Tenant within fourteen (14) days after the termination of this tenancy and vacation of the premises.

7. **TENANT'S RESPONSIBILITIES AND/OR OBLIGATIONS**: As further consideration for letting of the Premises to Tenant, Tenant agrees to perform the following functions at all times during the term thereof:

- a. Tenant shall report in writing to the City any observable defects in or about the premises. Tenant shall at all times be alert to detection of such defects and shall report same promptly upon observation.
- b. In addition, Tenant shall supply written notice of each observed change in patterns of use in the park, with special reference to undesirable, dangerous, or questionable situations or conditions that might reasonably merit review by the management of the City, but which are not of an emergency nature. Such notice shall be addressed to the City Manager, City of Lakewood, 6000 Main Street SW, Lakewood, WA 98499.
- c. Should Tenant become aware of any act of vandalism or of any casualty, or other condition involving fire, imminent danger or loss of

life or injury to persons or to public property near the rental area or in adjacent park, Tenant shall immediately telephone the dispatcher at 911 for emergency services to report same; provided, he/she shall take whatever steps are necessary and within his/her power to protect the City and its property and shall notify City Manager or Designee immediately.

- d. The Tenant understands that Premises is located on public property and will therefore expose the Tenant and the Tenant's dependents and invitees to frequent public contact during and after park hours. Tenant, Tenants dependants and invitees should be courteous and project a positive City image in any such contacts.
- e. Without being required or encouraged to admit any persons inside the residence, Tenant may, when present at the Caretakers residence, place emergency phone calls for park users as requested, or make other arrangements, and distribute maps and other information concerning the parks, supplied by City, upon request.
- f. The Tenant shall be responsible for the daily opening, closing and securing of assigned park site(s) and facilities, 365 days a year. Where controlled by gate or other devices, normal park hours are as posted except in the case of prearranged, special group activities or regularly established concessions. In other areas, Park shall be opened by 7:00 a.m. and closed ½ hour after legal sunset. Opening and closing the park site shall involve unlocking and locking the gate, locking and unlocking the restrooms, and other such duties as specified by the City Manager or designee. When the Tenant will be absent, the City of Lakewood shall upon proper notice from the Tenant, review and approve or disapprove the notice and any necessary arrangement for opening and closing the facilities, as is the responsibility of the Tenant.
- g. Tenant may be asked to perform basic custodial duties and set ups prior to and/or following public use of facilities.
- h. The Tenant shall be responsible for enforcing the Park Code, however, the Tenant is not a law enforcement officer and any violations of law requiring arrest or citation shall be referred to the Lakewood Police Department. Unauthorized persons at the park site after hours should be requested to leave. Tenant should notify the Lakewood Police Department to remove them if they don't comply. The Tenant is not authorized to use physical force in carrying out these responsibilities, except to the extent necessary for self-defense.
- i. No loud talking or unnecessary noise is permitted at any time.

- j. Tenant will not permit a nuisance or common waste.

8. MISCELLANEOUS:

- a. Tenant shall pay all charges for fuel, heat, electricity, telephone, water, refuse collection and other utility services which may be furnished to or used at the house on the Premises.
- b. No alterations or additions shall be made by the Tenant without the prior written approval of the Manager or Designee. Any replacements or additions to the Premises become the property of the City unless otherwise specifically noted in writing between the Tenant and the City. Tenant agrees not to make alterations or do any or cause to be done any painting or wallpapering changes or additions to fixtures, locks or wiring to said Park Premises without the prior written consent of City.
- c. Tenant shall not remove any appliances, furniture, and furnishings belonging to the City.
- d. No aerial, antenna or dish may be erected on the premises.
- e. No combustible fluids or other fire hazards shall be kept in bulk.
- f. Tenant will not shake mops, etc. or throw anything out of windows or off balconies, or hang clothes from windows or balconies.
- g. No water beds allowed in the Residence without prior written consent from the City plus a copy of a current insurance policy covering water bed damage.
- h. No personal belongings, such as bicycles or play equipment, may be placed about the Premises, except in designated storage areas.
- i. The City shall be permitted to enter the Park Premises at all reasonable times for the purpose of inspecting same and for the purpose of maintaining the Park Premises.
- j. Access shall be at reasonable times except in case of emergency or abandonment.
- k. The City is not responsible for fire, theft, damage, or loss to personal property etc. TENANT IS ADVISED TO OBTAIN INSURANCE ON PERSONAL PROPERTY.

- l. Tenant shall not assign this Agreement or any interest herein, nor sublet the Premises in whole or in part, without the prior written consent of the City. Any such assignment or subletting without such consent shall be void and shall, at the option of the City, be deemed a breach of this Agreement. No consent to any assignment or any subletting shall constitute a waiver or discharge of the provisions of the paragraph except as to specific instances covered thereby.
- m. In case suit shall be brought for the unlawful detainer of the Premises, for the recovery of rent due hereunder, or because of the breach of any other covenant herein contained, the party prevailing in said action shall be entitled to recover from the losing party reasonable attorney's fees as fixed by the court.

9. **INDEMNIFICATION**: Each of the parties hereto shall indemnify and hold each of the other two parties and their respective agents, employees, and/or officers, harmless from and shall process and defend at their respective own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against a party to be defended and indemnified, arising out of, in connection with, or incident to the execution of this Agreement and/or the performance or failure to perform any aspect of this Agreement by the/an indemnifying party; provided, however, that if such claims are caused by or result from the concurrent negligence of the party to be indemnified, its agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the/an indemnifying party; and provided further, that nothing herein shall require the/an indemnifying party to hold harmless or defend the party to be indemnified, its agents, employees, and/or officers from any claims arising from the sole negligence of the party to be indemnified, its agents, employees, and/or officers. No liability shall attach to the party to be indemnified, by reason of entering into this Agreement except as expressly provided herein.
10. **TENANT'S STATUS**: The Tenant's obligations pursuant to this agreement are part of the tenancy and nothing contained herein shall be construed to create a relationship of employer-employee or master-servant. The performance of all or part of this contract by the Tenant shall not operate to vest any rights whatsoever and shall not be deemed to create or guarantee any employment or any additional tenancy at the present time or in the future.
11. **WAIVER OF SUBROGATION**: The parties hereto hereby mutually release each other from liability and waive all right of recovery against each other for any loss caused by fire or other perils which can be insured

against under fire insurance contracts including any extended coverage endorsement thereto which are customarily available from time to time in the State of Washington, provided that this paragraph shall be inapplicable to the extent that it would have the effect of invalidating any insurance coverage of any of the parties hereto.

12. **INSURANCE:** The Tenant shall procure and maintain during the life of this agreement tenants liability insurance with minimum bodily injury and property damage limits of \$500,000.00 on a per person and per occurrence basis.

The City shall be named as an additional insured as respects this Agreement and such insurance as is carried by the Tenant shall be primary. The Tenant shall provide a Certificate of Insurance to be approved by the City of Lakewood Risk Manager.

13. **DEFAULT BY TENANT:** Should at any time the Tenant fail to execute those duties and responsibilities as outlined in this Agreement, the Tenant will be declared in default by the City. The City will notify the Tenant by mail or through an administrative designee that the Tenant will be given ten (10) calendar days to cure the default. If the default is not remedied within ten (10) days or occurs again, the Tenant will be in breach of this Agreement and will be immediately required to move out of the Park Premises. The City will be the sole judge of default or non-compliance with the terms of this Agreement, and will be the sole judge as to whether and when any default is cured.

14. **ADDRESSES FOR NOTICES:** Unless otherwise directed in writing, notices shall be made to the City at the following address:

City of Lakewood
6000 Main Street SW
Lakewood, WA 98499
Telephone: 253-589-2489 / FAX: 253-589-3774

And the Tenant at the following address:

15. **RENT-ANNUAL ADJUSTMENT:** The monthly net rent provided for in Section 5 may be subject to annual adjustment on January 1 of each year.

16. **BINDING:** This Agreement is binding upon the heirs, successors and assigns of each of the parties. Paragraph headings are for convenience only and shall not determine the meaning or intent of any provision hereof.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed the day and year first above written.

CITY OF LAKEWOOD, OWNER

TENANT

, City Manager

,Tenant

ATTEST:

, City Clerk

APPROVED AS TO FORM:

, City Attorney

TERMS AND CONDITIONS OF DEPOSIT

EXHIBIT A

Terms and conditions under which the deposit or portion thereof may be withheld by the City upon termination of the lease or rental agreement.

Date: _____

Receipt of \$ 400.00 is hereby acknowledged as a cleaning, damage and security deposit which is subject to the following terms and conditions:

1. **CLEANING:** A charge of \$ 25 per hour will be made for any time required to clean the rental property after it is vacated.
2. **DAMAGE:** A charge will be made for the cost of restoring the rental property to its present condition during this tenancy, normal wear and tear expected.
3. **SECURITY:**
 - a. Month-to-Month agreement – Tenant to notify City in writing to vacate. Said notice to be received by City at least twenty (20) days before next rental due date. Failure to do so will result in rent charged for the following month. Credit will be given for any portion of said month that unit was re-rented.
 - b. When the tenancy is for a term greater than month to month the tenant shall be liable for the lesser of the following:
 - (1) The entire rent for the remainder of the term or;
 - (2) All rent accrued during the period reasonable necessary to re-rent the Premises less actual costs incurred by the City in re-renting the property, (such as advertising).
 - c. Rent owing at the end of the tenancy. Tenant will be charged for any rent owing at the end of the lease or rental agreement.
4. **EXCESS CHARGES:** If the above charges exceed the amount of the security deposit tenant agrees to reimburse owner or agent for said amount.
5. **REFUND:** The City agrees to refund any monies due the tenant, subject to the above terms, to his/her last known address within thirty (30) days after termination, together with a statement for any funds withheld.

Tenant acknowledges receipt of this agreement. Initials _____ Date _____

**SMOKE DETECTOR AGREEMENT
HOT WATER TANK TEMPERATURE AGREEMENT**

EXHIBIT B

SMOKE DETECTOR

The undersigned Tenant(s) acknowledges I/we have inspected the residence at 9101 Angle Lane, S.W., Lakewood, WA 98499, and found _____ smoke detection device(s) located therein are in good working condition. I/we further acknowledge I/we have been shown how the device(s) is tested and to be maintained. I/we agree to maintain the device(s) in proper working order at all time during the tenancy, and not to remove, disconnect or otherwise interfere with the devices(s) and its operation except in the course of repair and maintenance, in which event it shall promptly be placed in proper working order. It is recommended that each device be checked monthly to see that it is in proper working condition.

HOT-WATER TANK TEMPERATURE AGREEMENT

The undersigned Tenant(s) acknowledges I/we have inspected the residence property and find the hot-water tank located therein is set at the recommended 120 degrees (or the minimum setting if the dial won't go that low) at the time of occupancy.

CITY OF LAKEWOOD

TENANT:

City of Lakewood

Tenant's Signature

Date

Date

Telephone: _____

Telephone: _____

